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7 and Warner Bros. Entertainment Inc.

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11 Defendant, *in pro se*

12
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 Twentieth Century Fox Film Corporation }
16 and Warner Bros. Entertainment Inc., }

17 Plaintiffs, }

18 v. }

19 Stanley Lewis and Does 1 through 10, }
20 inclusive, }

21 Defendants. }

Case No. CV08-4392 GPS (JCx)

[PROPOSED] CONSENT DECREE
AND PERMANENT
INJUNCTION

22 The Court, having read and considered the Joint Stipulation for Entry of
23 Consent Decree and Permanent Injunction that has been executed by Plaintiffs
24 Twentieth Century Fox Film Corporation (“Fox”) and Warner Bros. Entertainment
25 Inc. (“Warner Bros.”) (collectively “Plaintiffs”) and Defendant Stanley Lewis
26 (“Defendant”) in this action, and good cause appearing therefore, hereby:

1 ORDERS that based on the parties' stipulation and only as to Defendant, his
2 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the
3 within action as follows:

4 1) This Court has jurisdiction over the parties to this action and over the subject
5 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.
6 Service of process was properly made against Defendant.

7 2) Plaintiffs claim that they own or control the pertinent rights in and to the
8 copyright registrations listed in Exhibit "A" attached hereto and incorporated herein
9 by this reference (The copyrights identified in Exhibit A are collectively referred to
10 herein as "Plaintiffs' Properties").

11 3) Plaintiffs have alleged that Defendant has made unauthorized uses of Plaintiffs'
12 Properties or substantially similar likenesses or colorable imitations thereof.

13 4) Defendant and his agents, servants, employees and all persons in active concert
14 and participation with him who receive actual notice of the Injunction are hereby
15 restrained and enjoined from:

16 a) Infringing Plaintiffs' Properties, either directly or contributorily, in any
17 manner, including generally, but not limited to manufacturing, importing,
18 reproducing, distributing, advertising, selling and/or offering for sale any
19 unauthorized product which features any of Plaintiffs' Properties
20 ("Unauthorized Products"), and, specifically from:

21 i) Importing, manufacturing, reproducing, distributing, advertising,
22 selling and/or offering for sale the Unauthorized Products or any other
23 unauthorized products which picture, reproduce, copy or use the
24 likenesses of or bear a substantial similarity to any of Plaintiffs'
25 Properties;

26 ii) Importing, manufacturing, reproducing, distributing, advertising,
27 selling and/or offering for sale in connection thereto any unauthorized
28

1 promotional materials, labels, packaging or containers which picture,
2 reproduce, copy or use the likenesses of or bear a confusing similarity to
3 any of Plaintiffs' Properties;

4 iii) Engaging in any conduct that tends falsely to represent that, or is
5 likely to confuse, mislead or deceive purchasers, Defendant's customers
6 and/or members of the public to believe, the actions of Defendant, the
7 products sold by Defendant, or Defendant himself is connected with
8 Plaintiffs, is sponsored, approved or licensed by Plaintiffs, or are
9 affiliated with Plaintiffs;

10 iv) Affixing, applying, annexing or using in connection with the
11 importation, manufacture, reproduction, distribution, advertising, sale
12 and/or offer for sale or other use of any goods or services, a false
13 description or representation, including words or other symbols, tending
14 to falsely describe or represent such goods as being those of Plaintiffs.

15 5) Each side shall bear its own fees and costs of suit.

16 6) Except as provided herein, all claims alleged in the Complaint are dismissed
17 with prejudice.

18 7) This Injunction shall be deemed to have been served upon Defendant at the time
19 of its execution by the Court.

20 8) The Court finds there is no just reason for delay in entering this Injunction and,
21 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
22 immediate entry of this Injunction against Defendant.

23 9) The Court shall retain jurisdiction of this action to entertain such further
24 proceedings and to enter such further orders as may be necessary or appropriate to
25 implement and enforce the provisions of this Injunction.

26 10) The above-captioned action, shall, upon filing by Plaintiffs of the Settlement
27 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,
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1 and requesting entry of judgment against Defendant, be reopened should Defendant
2 default under the terms of the Settlement Agreement.

3 11) This Court shall retain jurisdiction over the Defendant for the purpose of
4 making further orders necessary or proper for the construction or modification of this
5 consent decree and judgment; the enforcement hereof; the punishment of any
6 violations hereof; and for the possible entry of a further Judgment Pursuant to
7 Stipulation in this action.

8 DATED: 8/25/08

9 **GEORGE P. SCHIAVELLI**

10 Hon. George P. Schiavelli
11 Judge, United States District Court
for the Central District of California

12 PRESENTED BY:

13 J. Andrew Coombs, A Prof. Corp.

14 By: _____
15 J. Andrew Coombs
16 Nicole L. Drey
17 Attorneys for Plaintiffs Twentieth
Century Fox Film Corporation
and Warner Bros. Entertainment Inc.

18 Stanley Lewis

19
20 By: _____
21 Stanley Lewis
Defendant, *in pro se*